

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE  
AND  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER

REGARDING THE  
NORTH FORK SALVAGE SALE  
MEDICINE BOW-ROUTT NATIONAL FOREST

WHEREAS, the US Department of Agriculture Forest Service (FS) has determined that the construction of a road for the purposes of hauling salvaged timber, hereafter known as the North Fork Salvage Sale (Project), may have an effect on the Wyoming Trail/Stock Driveway (5RT520), a historic property eligible for inclusion on the National Register of Historic Places (NRHP), and has consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800 regarding implementation of Section 106 of the National Historic Preservation Act, {16 USC 470(f)};

NOW, THEREFORE, the FS and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into the account the effect of the undertaking upon the Wyoming Trail/Stock Driveway.

STIPULATIONS

The FS will ensure that the following measures are carried out:

1. Archival Photodocumentation.

The FS shall ensure that the contributing section of the trail which is to be affected by road construction, shall be photographed in black and white film. These photos shall be printed on acid free paper. The FS shall consult with the SHPO to determine the appropriate level of recordation measures.

- a.) The FS will ensure that all recordation activities will be performed or directly supervised by, architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of Interior's Professional Qualification Standards (36 CFR 61, Appendix A).
- b.) The FS will provide originals of all documents resulting from the recordation to the SHPO.
- c.) The FS will provide recordation documents to the SHPO for review and approval prior to commencing activities that may impact the contributing section of the trail.

2. Production and Installation of Interpretive Signs.

The FS shall ensure that signs interpreting the historic ranching and the construction of the trail as a result of the Carbon Company Trespass aspects of the Wyoming Trail/Stock Driveway are developed, produced and placed along the trail in appropriate areas.

a.) The FS shall develop two, three panel interpretive displays in consultation with the SHPO. One three panel display shall interpret the historic ranching aspects and range war aspects of the trail. The other three panels shall interpret the construction of the "fire line" portion of the trail by the Carbon Timber company as court ordered reparation for the trespass logging activities.

b.) The FS shall pick out five appropriate locations at trailheads to install these signs.

### 3. Monitoring

The signatories may monitor activities pursuant to this MOA. The FS will cooperate with the signatories in carrying out their review and monitoring responsibilities.

### 4. Dispute Resolution

Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, either of the signatories may request the participation of the Council to assist in resolving the dispute

### 5. Duration

This agreement shall be null and void if its terms are not carried out within [X days/years] from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms

### 7. Modification, Amendment , or Termination

Modification, amendment, or termination of this agreement as necessary shall be accomplished by the signatories in the same manner as the original agreement

### 8. Suspension of Agreement

Either party to this MOA may suspend it by written notice to the other consulting party. If this occurs, the parties will consult further to determine whether these issues can be resolved and the MOA reimplemented in an amended form.

### 9. Reporting

Within ninety (90) days after carrying out the terms of this MOA, the FS shall provide a written report to the SHPO as to the actions taken to fulfill the terms of the MOA.

10. This MOA is intended as the complete integration of all understandings among the parties, their successors and assigns with respect to the subject matter set out herein. No prior or contemporaneous addition, deletion, or other amendment thereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent renovation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other MOA executed by the parties and signed by the party of the original MOA. This MOA and any amendments shall be binding upon the parties, their successors and assigns.

Execution of this Memorandum of Agreement by the FS and SHPO, and implementation of its terms, evidence that the FS has afforded the Council an opportunity to comment on the North Fork Salvage Sale and its effects upon historic properties and the FS has taken into account the effects of the undertaking on historic properties.

USDA FOREST SERVICE MEDICINE BOW-ROUTT NATIONAL FOREST

By: \_\_\_\_\_ Date:  
Jerry E. Schmidt

COLORADO STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date:  
Georgianna Contiguglia